

Date: 03/23/2015

Receipt Number: 5947664

Amount Paid: \$37.00

AMENDMENT TO CERTIFICATE OF ORGANIZATION  
OF  
TRANSPORTATION STAFFING SOLUTIONS LLC

RECEIVED  
MAR 23 2015  
Utah Div. of Corp. & Comm. Code

Pursuant to UCA 48-3a-202, the individual named below causes this Amendment to the Certificate of Organization to be delivered to the Utah Division of Corporations for filing and states as follows:

Entity Number: 9025667-0160

The name of the limited liability company is: Transportation Staffing Solutions, LLC

The Certificate of Organization shall be amended as set forth herein:

Article IV of the Certificate of Organization is amended as follows:

By authority of the undersigned Alena Matveyenko who is the sole Member of the Company, Aleksandra Prykhodko is terminated as Manager. The three following individuals are named and appointed Co-Managers each with the individual authority to bind the company with their signature unilaterally, without a majority vote:

Eugene Tuchinsky

Alex Barsukov

Kirk Glancy

Filing date of the initial certificate: May 1, 2014.

This Amendment is effective March 23, 2015.

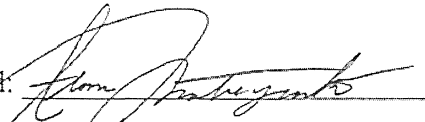
Under penalties of perjury, I declare that this Amendment of Certificate of Organization has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete.

Name: Alena Matveyenko

Title: Sole Member

Signed:

Dated: March 23, 2015



0-11111000-10111111

File Number 9025667

**LLC**  
**Certificate of Organization**  
**OF**  
**Transportation Staffing Solutions, LLC**

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

**Article I**

The name of the limited liability company is to be Transportation Staffing Solutions, LLC

**Article II**

The purpose or purposes for which the company is organized is to engage in:  
This business will be a consolidated payroll company, and engage in any other lawful business in the State of Utah

The Company shall further have unlimited power to to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

**Article III**

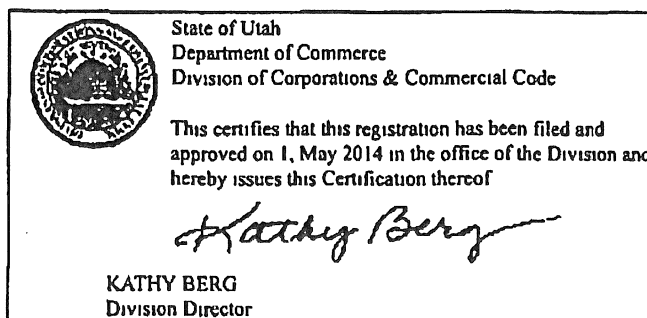
The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

*(Registered Agent Name & Address)*

James C Ziter  
339 East 3900 South, Suite 260  
Salt Lake City, UT, 84107

**ACCEPTANCE OF APPOINTMENT:**

James C Ziter  
**Registered Agent Signature**



**Article IV**

*Name, Street address & Signature of all members/managers*

Manager #1

Aleksandra Prykhodko

1450 S West Temple, #D402

Salt Lake City, UT 84115

James C Ziter (POA or AIF)

Signature

**DATED 1 May, 2014**

**Article V**

Management statement

This limited liability company will be managed by its Managers

**Article VI**

Records required to be kept at the principal office include, but are not limited to the following:

**Article VI.1**

A current list in alphabetical order of the full name  
and address of each member and each manager

**Article VI.2**

A copy of the stamped certificate of Organization  
and all *certificates of amendments thereto*

**Article VI.3**

Copies of all tax returns and financial statements  
of the company for the three most recent years

**Article VI.4**

A copy of the company's operating agreement and minutes of each meeting of members

**Article VII**

The street address of the principal place of business is:

903 West Center Street, Suite A1

North Salt Lake, UT 84054

**Article VIII**

The duration of the company shall be Perpetual years

**Article IX**

Initial Member

**The initial and sole member of the Company shall be: Alena Matveyenko  
903 W. Center St, Suite A1 North Salt Lake, UT 84054**

**Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.**

OPERATING AGREEMENT  
OF  
TRANSPORTATION STAFFING SOLUTIONS LLC  
A Utah Limited Liability Company

THIS OPERATING AGREEMENT is made effective as of the 30 day of April, <sup>am</sup> 2014, by the Member and Manager as hereinafter set forth.

1. Formation of Limited Liability Company. The Member hereby forms a Limited Liability Company pursuant to the provisions of the Utah Limited Liability Company Act of the Utah Code (the "Act").

2. Name of Company. The name of the Company shall be TRANSPORTATION STAFFING SOLUTIONS LLC, (the "Company").

3. Character of Business. The purposes of the Company are to, without limitation, engage the consolidation of various trucking company payroll and records; this enterprise may take the form of an employee leasing company, or a payroll company depending on professional advice on the most streamlined and economical structure to accomplish the goals of the Company. The foregoing does not limit any other lawful business permitted under the act

4. Principal Place of Business. The location of the principal place of business shall be 903 West Center Street, Suite A1, North Salt Lake, Utah 84054, Utah, and thereafter at such other location or locations as the Manager may designate.

5. Registered Agent. The name and street address of the agent for service of process required to be maintained by the Act is:

James C. Ziter, Attorney at Law  
339 East 3900 South, Suite 260, Salt Lake City, Utah 84107

6. Name and Address of Initial Member. The name and registered agent's mailing address of the initial member (herein referred to as "Member") are as follows:

Alena Matveyenko  
903 West Center Street, Suite A1  
North Salt Lake, Utah 84054

6.1. Continuance in Event of Withdrawal or Death of Member. The Member stipulates, and the Manager consents, that the Company shall continue to operate and continue to do business in the event of the withdrawal or death of a member.

6.2. Succession. Upon the death of the Member, that Member's membership interest shall go to the heirs or devisees of such Member who shall take such membership in place of the decedent. The Member may transfer his/her membership share to any individual or entity with the written consent of the Manager, which consent may be withheld for any business reason in the unilateral business judgment of the Manager.

7. Management of Business. The name and address of the Manager of the Company is as follows:

Aleksandra Prykhodko  
1450 South West Temple, #D402  
Salt Lake City, Utah 84115

8. Term. The Company shall continue in perpetuity unless sooner terminated hereunder or by operation of law.

9. Profits and Losses. The Company's net profits or net losses shall be determined on an annual basis in accordance with generally accepted accounting principles, consistently applied.

10. Additional Members. Additional Members may be admitted to this Company, but only upon such terms and conditions as the existing Member shall determine, in writing, prior to such admission. Any such additional members will require the approval of the Manager who may withhold such approval for any reason or no reason within the Manager's unilateral business judgment.

11. No Annual Meetings. No annual or other regular meetings shall be required. Special meetings, for any purpose or purposes, unless otherwise provided by statute, may be called by the Members.

12. Management of the Company.

12.1 Power of Manager. The Manager is authorized on the Company's behalf to make all decisions as to (a) the development, sale, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets (including loans from Members), so long as such loans are for the Company's benefit; (e) the conduct of the business of the Company; (f) the compromise or release of any of the Company's claims or debts; (g) the employment of persons, firms or corporations for the operation and management of the Company's business. In the exercise of its management powers, the Manager is authorized to execute and deliver: all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements,



employment agreements, payroll arrangements, management contracts and maintenance contracts covering or affecting the Company's assets; all checks, drafts and other orders for payment of the Company's funds; all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; and all other instruments of any kind or character relating to the Company's affairs, whether like or unlike the foregoing.

12.2 Termination of Manager. The Manager may be dismissed and a new Manager may be appointed at any time by the Member. Otherwise, the Manager may not be removed from office, nor may the Member(s) participate in the management of the Company except in the event of the Manager's death, mental incompetence, or voluntary resignation.

12.3 Nominee. Title to the Company's assets shall be held in the Company's name or in the name of any nominee (including a Manager so acting) that the Manager may designate. The Manager shall have the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

12.4 Time Devoted to Business. The Manager shall devote such time to the business of the Company necessary for the efficient, proper, lawful, and prudent operation of the Company's business.

12.5 Exculpation. Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, shall not subject the Manager to any liability to the Members.

12.6 Resignation. Any Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

12.7 Compensation. The Manager shall be entitled at all times, on demand, to reimbursement from the Company's funds for his or her actual Reimbursable Expenses. "Reimbursable Expenses", as that term is used herein, are expenses incurred by the Manager in furthering the Company's business and for which the Manager has approved reimbursement to be made. Reimbursable Expenses shall have priority over all other distribution to the Members, and if not reimbursed within thirty (30) days after demand, such amounts shall become interest-bearing debts of the Company, payable at a rate and upon terms agreed upon between the creditor/Manager and the Company. The Manager may negotiate directly with the members on a compensation package.

13. Company Accounting.

13.1 Books and Records. Books of account of the Company, shall be kept on a cash and calendar year basis in accordance with generally accepted accounting practices applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for Company business. The books of account and other records of the Company shall be maintained at the principal office of the Company or at such other place as may be designated.

14. Bank Accounts. All funds of the Company shall be deposited in the name of the Company in an account or accounts in such bank or banks as shall be determined by the Manager and all withdrawals or disbursements from said account or accounts shall be made by check drawn in the Company name upon such account or accounts and signed on behalf of the Company by the Members.

15. Termination and Dissolution. The Company shall be dissolved upon the happening of the following events:

- a. The dissolution of the Company by judicial decree or operation of law; or
- b. When the period fixed for the Company's duration as set forth herein has expired; or
- c. Upon the unanimous written agreement of the members; or
- d. Upon the death, retirement, resignation, expulsion, or bankruptcy of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, unless Members holding a majority of the Interests in the Company and more than one-half (1/2) of the Capital Accounts of the Company other than the interest and Capital Account held by the Member who dies, retires, resigns, is expelled, or becomes bankrupt, within ninety (90) days after the event or occurrence, elect to continue the business of the Company.

16. Amendment to Agreement. Any amendment to this Operating Agreement shall become effective at such time as it has been approved in writing by the Members.

17. Miscellaneous Provisions.

17.1 Computation of Time. In computing any period of time under this Operating Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until six o'clock p.m. of the next day which is not a Saturday, Sunday or legal holiday.



17.2 Validity. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

17.3 Applicable Law. This Agreement, and application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. Any suit to enforce the terms hereof shall be brought only in the State of Utah.

17.4 Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

17.5 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

17.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

17.7 Default. In the event of default by any party in the performance of the terms and conditions of this Agreement, the defaulting party agrees, in addition to other remedies available, to pay all costs incurred by the other party, including reasonable attorney fees and costs.

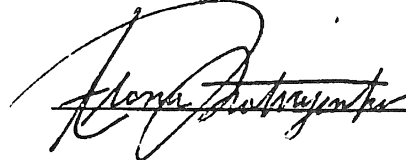
17.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

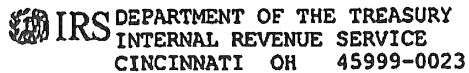
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

MANAGER:  
Aleksandra Prykhodko



MEMBER:  
Alena Matveyenko





Date of this notice: 04-30-2014

Employer Identification Number:  
46-5536803

Form: SS-4

Number of this notice: CP 575 G

TRANSPORTATION STAFFING SOLUTIONS  
LLC

ALENA MATVEYENKO SOLE MBR  
903 W CENTER ST STE A1  
N SALT LAKE, UT 84054

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-5536803. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TRAN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

**Existing Account Information for this Business**

You indicated that you already have accounts set up for this business or you are registering a foreign entity.

**Internal Revenue Service**

Federal Employer Identification Number (FEIN): 46-5536803

**Utah State Tax Commission**

Sales and Use Tax or Use Tax Only Number:

Employee Income Tax Withholding Number:

Streamlined Sales Tax (SST) Registration Number:

**Utah Department of Commerce, Division of Corporations and Commercial Code**

Business Registration Number: 9025667-0160

**Department of Workforce Services**

Unemployment Insurance Employer Identification  
Account Number: C 6-760029-0

**Electronic Signatures**

Registered Agent:

Power of Attorney: James C. Ziter

4/30/2014

EIN Individual Request - Online Application

**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Summary of your information**

Please review the information you are about to submit. If any of the information below is incorrect, you will need to [start a new application](#).

Click the "Submit" button at the bottom of the page to receive your EIN.

**Organization Type: LLC****LLC Information**

|  |                                       |
|--|---------------------------------------|
| Legal name:  | TRANSPORTATION STAFFING SOLUTIONS LLC |
| County:  | DAVIS                                 |
| State/Territory:   | UT                                    |
| Start date:  | MAY 2014                              |
| State/Territory where articles of organization are (or will be) filed: | UT                                    |

**Addresses**

|                    |  |
|--------------------|--|
| Physical Location: | 903 W CENTER ST STE A1<br>N SALT LAKE UT 84054 |
| Phone Number:      | 801-808-2522                                   |

**Responsible Party**

|           |                           |
|-----------|---------------------------|
| Name:     | ALEXA MATVEYENKO SOLE MBR |
| SSN/ATIN: | XXX-XX-0689               |

**Principal Business Activity**

|                                       |                               |
|---------------------------------------|-------------------------------|
| What your business/organization does: | OTHER                         |
| Principal products/services:          | PAYROLL CONSOLIDATION SERVICE |

**Additional LLC Information**

|   |                        |
|---|------------------------|
| Owens a 55,000 pounds or greater highway motor vehicle: | NO                     |
| Involves gambling/wagering:                             | NO                     |
| Involves alcohol, tobacco or firearms:                  | NO                     |
| Files Form 720 (Quarterly Federal Excise Tax Return)    | NO                     |
| Has employees who receive Forms W-2                     | NO                     |
| Reason for Applying:                                    | STARTED A NEW BUSINESS |

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN.

Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

65804 **Schedule K-1 - Partner's Share  
of Utah Income, Deductions and Credits**

Intuit **TC-65, Sch. K-1  
2018**

**Partnership Information**

A Partnership's EIN: [REDACTED] 6803

B Partnership's name, address, city, state, and ZIP code

SALT LAKE COMMERCIAL PROPERTIES, L  
5745 WEST 300 SOUTH  
SALT LAKE CITY, UT 84104

**Partner Information**

C Partner's SSN or EIN: [REDACTED] 0639

D Partner's name, address, city, state, and ZIP code

JONATHAN KIRK GLANCY  
14686 SOUTH BIRKEN STREET  
HERRIMAN, UT 84096

E Partner's phone number 801-972-4800

F Percent of ownership 12.5000

G Enter "X" if limited partner or member X

H Entity code from list below: I

**C  
O  
D  
E  
S**  
I = Individual P = Gen'l Partnership  
C = Corporation L = Limited Partnership  
S = S Corporation B = LLC R = LLP  
N = Nonprofit Corp. T = Trust O = Other

I Enter date: 05 01 2014  
affiliated withdrawn

**Partner's Share of Apportionment Factors**

|                          | Utah | Total |
|--------------------------|------|-------|
| J Property \$ 0 . \$ 0 . |      |       |
| K Payroll \$ 0 . \$ 0 .  |      |       |
| L Sales \$ 0 . \$ 0 .    |      |       |

**Other Information**

SEE ATTACHED

**Partner's Share of Utah Income, Deductions and Credits**

|    |   |                                  |
|----|---|----------------------------------|
| 1  | Utah ordinary business income (loss)  |                                  |
| 2  | Utah net rental real estate income (loss)                                       | 7146 .                           |
| 3  | Utah other net rental income (loss)   |                                  |
| 4  | Utah guaranteed payments  |                                  |
| 5a | Utah U.S. government interest income  |                                  |
| 5b | Utah municipal bond interest income   |                                  |
| 5c | Utah other interest income  | 4 .                              |
| 6  | Utah ordinary dividends   |                                  |
| 7  | Utah royalties  |                                  |
| 8  | Utah net short-term capital gain (loss)   |                                  |
| 9  | Utah net long-term capital gain (loss)  |                                  |
| 10 | Utah net Section 1231 gain (loss)   |                                  |
| 11 | Utah recapture of Section 179 deduction   |                                  |
| 12 | Utah other income (loss) (describe)   |                                  |
| 13 | Utah Section 179 deduction  |                                  |
| 14 | Contributions   |                                  |
| 15 | Foreign taxes paid or accrued   |                                  |
| 16 | Utah other deductions (describe)  |                                  |
| 17 | Utah nonrefundable credits:   |                                  |
|    | <u>Name of Credit</u>   | <u>Code</u> <u>Credit Amount</u> |
| 18 | Utah refundable credits:  |                                  |
|    | <u>Name of Credit</u>   | <u>Code</u> <u>Credit Amount</u> |
| 19 | Utah tax withheld on behalf of partner<br>"X" if withholding waiver applied for |                                  |

**Note:** To complete lines 1 through 16:

\* Utah residents, enter the amounts from federal Schedule K-1.

\* Utah nonresidents, see instructions to calculate amounts.

All filers complete lines 17 through 19, if applicable.



State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code  
Amendment to Certificate of Organization

This form must be type written or computer generated. Date: 02/09/2016

Receipt Number: 6328376

Amount Paid: \$37.00

RECEIVED

FEB 09 2016

Utah Div. of Corp. & Comm. Code

AMENDMENT

Non-Refundable Processing Fee: \$37.00

Pursuant to UCA § 48-3a-202, the individual named below causes this Amendment to the Certificate of Organization to be delivered to the Utah Division of Corporations for filing, and states as follows:

Entity Number: 9025667-0160

The name of the limited liability company is: Transportation Staffing Solutions, LLC

The Certificate of Organization shall be amended as set forth herein (complete all that apply):

There is a change in the name of the limited liability company to:

Salt Lake Commercial Properties, LLC

The Certificate of Organization is amended as follows:

Remove as Managers:

Eugene Tuchinsky

Alex Barsukov

Kirk Glancy

Add as Members:

Jonathan Glancy: 14686 S. Birken St., Herriman, UT 84096

Alexsander Barsukov: 3555 E Sutton Ct., Sandy, UT 84093

Yevgeny Tuchinsky: 928 Windsor Lane, Bountiful, UT 84010

Konstantin Tomilin: 2049 E BO Mar Drive, Salt Lake City, UT 84121

Leonid Teyf: 6510 New Market Way, Raleigh, NC 27615

Remove as Member:

Alena Matveyenko

New Registered Agent:

Jonathan Glancy: 14686 S. Birken St., Herriman, UT 84096

Filing date of initial certificate 05/01/2014

Future effective date (if not to be effective upon filing) \_\_\_\_\_ (not to exceed 90 days)

Under penalties of perjury, I declare that this Amendment of Certificate of Organization has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Name: Alena Matveyenko

Signed: \_\_\_\_\_

Title: Member

Dated: 02/09/2016

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 09 day of Feb, 2016.  
In this office of this Division and hereby issued  
This Certificate thereof.

01/14

Examiner: \_\_\_\_\_

Date: 2-17-16



Kathy Berg  
Kathy Berg  
Division Director

FEB 9 '16 PM 2:14



ClydeSnow  
ATTORNEYS AT LAW  
CLYDE SNOW & SESSIONS, P.C.  
201 SOUTH MAIN STREET, SUITE 2200  
SALT LAKE CITY, UTAH 84111-2216

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TO

**U.S. District Court  
District of Utah  
351 S. West Temple  
Salt Lake City, UT 84111**